

EXHIBIT C

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December 21, 2024

VIA EMAIL - *floridaequitycapital@hotmail.com*

BODMAN PLC
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GRAND RAPIDS, MICHIGAN 49503
616-205-4399 FAX
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Florida Equity Capital
Attn: Josh Horrocks
14608 N. Dale Mabry Highway
Tampa, Florida 33618



Re: *Walloon Lake Holdings, LLC*
Matthew Allen Borisch Trust
Jonathan L. Borisch & Mary K. Borisch

Dear Mr. Horrocks:

Bodman PLC represents Walloon Lake Holdings, LLC, the Matthew Allen Borisch Trust, Jonathan L. Borisch, and Mary K. Borisch (collectively the “Clients”). On September 29, 2023, the Clients entered into three (3) promissory notes with Private Lending Alternatives, LLC (“PLA”) as set forth below:

- Walloon Lake Holdings, LLC - \$10,000,000 secured by a Mortgage on twelve (12) properties located at:
 - 4178 West St., Walloon Lake, Michigan;
 - M75, Walloon Lake, Michigan;
 - 4045 M75, Walloon Lake, Michigan;
 - 4069 M75, Walloon Lake, Michigan;
 - 4127 M75, Walloon Lake, Michigan;
 - 4078 M75, Walloon Lake, MI 49796;
 - 4040 M75, Walloon Lake, Michigan;
 - Second property at M75 Walloon Lake, Michigan;
 - 4120 M75, Walloon Lake, Michigan;
 - 4036 M75, Walloon Lake, Michigan;
 - 4008 M75, Walloon Lake, Michigan; and
 - 4048 M75, Walloon Lake, Michigan (“Note 1”);
- Matthew Allen Borisch Trust - \$2,000,000 secured by Mortgage on 7598 Valley Brook Ave, Boyne City, Michigan (“Note 2”); and
- Jonathan L. Borisch & Mary K. Borisch - \$3,000,000 secured by a Mortgage on four (4) properties located at:

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- 7596 Valley Brooke Ave., Boyne City, Michigan;
- 5333 Dayenu Dr. SE, Grand Rapids, Michigan;
- 5354 Dayenu Dr. SE, Grand Rapids, Michigan 49512; and
- 5320 Dayenu Dr. SE, Grand Rapids, Michigan (“Note 3”) (each a “Note,” collectively the “Notes”).

There is also a reference to a fourth and fifth note in the Cross-Collateralization/Cross-Default Agreement (“Cross Agreement”) in the amount of \$3,000,000 and \$2,000,000 made by the Clients and secured by a Mortgage on certain Florida properties, resulting in loans totaling \$20,000,000. However, in total the Clients only received \$15,000,000 which is evidenced by the closing disclosure attached. At no time was the principal balance in excess of \$15,000,000. All of the Notes are cross-collateralized with one another.

Each Note contains the following language:

3. INTEREST. Interest will be calculated at thirteen and one-half (13 ½) percentage points over the prime rate, as published by the Wall Street Journal, with a floor interest rate of twenty-two percent (22%). Interest will accrue each month during the term of the loan on all amounts due with a balloon payment due upon maturity. Any payments made by Borrower during the term of this loan shall be applied first to interest, and then to principal. Borrower agrees that Lender will earn a minimum of three million, **three hundred thousand dollars (\$3,300,000.00) of interest during the term of this loan**. In the event the loan is to be paid in full or in part prior to the maturity date and the minimum interest requirement has not yet been met, there will be a prepayment premium equal to the unpaid minimum amount of interest that would have been payable to Lender under the Note if the Note had not been prepaid, less the yield on One Year Treasury Constant Maturities as published in the Wall Street Journal on the last Business Day prior to the prepayment.

A. Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the outstanding Principal balance at the Interest Rate in effect from time to time, plus an additional 10.000 percent, until paid in full.

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B. Maximum Interest Amount. Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

C. Accrual. Interest accrues using an Actual/360 days counting method. (Emphasis Added).

The bolded language above renders each Note facially usurious. PLA may only charge a maximum rate of 25% in Michigan. The plain language of each Note results in the following interest rate at the time of consummation:

- Note 1 – 33%;
- Note 2 – 165%; and
- Note 3 – 100%.

Although the Notes contain an interest savings clause, under *Soaring Pine*, a savings clause is ineffective when a note is facially usurious. See *Soaring Pine Capital Real Estate and Debt Fund II, LLC v Park Street Group Realty Services, LLC*, 970 NW2d 676 (Mich 2022).

Even if PLA can survive a challenge on the facially usurious issue set forth above, PLA is currently charging interest over 25%. In the payoff statement provided on November 29, 2024 (attached), the stated interest rate on the Notes is 32.00%. This is clearly a usurious loan practice. Once again, *Soaring Pine* prohibits PLA's savings clause to be effective as the margin was 13.5% and a default rate was 10% above the standard rate. Knowing that the prime rate as 6.5% in September 2023, PLA should have reasonably anticipated that it would charge usurious interest.

In addition, PLA charged fees other than a reasonable processing fee in connection with the Notes, including \$35,100 in "Other Loan Charges" as detailed by the closing disclosure. Michigan law also prohibits the charging of other costs associated with the Notes as PLA is not a qualifying financial institution. These charges total \$62,590.55. Michigan law anticipates that the costs of doing the loan should be included as part of the reasonable loan processing fee.

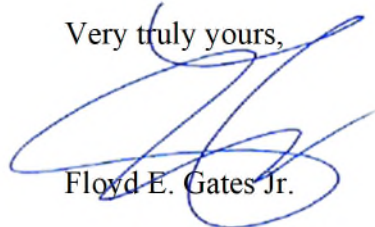
As a result of PLA's usurious practices, all interest paid from loan consummation to current along with impermissible fees must be credited to the outstanding

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principal balance and no additional interest may accrue. According to our records, the Clients have paid \$2,905,407.48 in interest to date and \$5,432,722.19 in principal payments. Clients have also paid \$97,690.55 in fees not permitted to be excluded from interest pursuant to MCL 438.31a. As such, based on the \$15,000,000 originally advanced, our records indicate that the Clients owe no more than \$6,564,179.78 ("Payoff") on the Notes.

Should you or your counsel have any questions regarding the above, please contact me. Otherwise, please advise where the Payoff should be sent and I will keep you apprised as to the status of the pending refinance. In the interim, please direct all future communication regarding Clients to my attention. Going forward, please do not communicate with my Clients directly. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to be "Floyd E. Gates Jr.", written over the typed name.

Floyd E. Gates Jr.

Attachments

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File No./Escrow No.: 23MI01766
 Print Date & Time: 9/29/2023 11:30:33 AM
 Officer/Escrow Officer: Marci Hoffman
 Settlement Location: 1822 W. Milham Ave. Suite 1
 PORTAGE, MI 49024

Nations Title Agency of Michigan, Inc.
 1822 W. Milham Ave. Suite 1
 PORTAGE, MI 49024



Property Address: see attached ,Walloon Lake,MI 49796
 Buyer: Jonathan L Borisch and Mary K Borisch and Matthew Allen Borisch, Trustee and Walloon Lake Holdings LLC
 Lender: Private Financing Alternatives, LLC, , TAMPA, FL 33618
 Loan Number:
 Settlement Date: 09/29/2023
 Disbursement Date: 09/29/2023

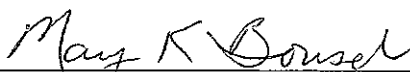
Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price Of Property	\$0.00	
Loan Amount		\$15,000,000.00
Prorations/Adjustments		
Loan Charges To Private Financing Alternatives, LLC		
Loan Origination Fee	\$300,000.00	
Other Loan Charges		
Lender'S Fees And Costs For Due Diligence, Legal, Administration & Loan Servicing to Private Financing Alternatives,	\$35,100.00	
Impounds		
Title Charges & Escrow / Settlement Charges		
Title - Lender's Coverage Premium \$14,933.00 to Nations Title Agency of Michigan, Inc.	\$14,933.00	
Title - Closing Fee to Nations Title Agency of Michigan, Inc.	\$250.00	
Title - Title Search Fee to Nations Title Agency of Michigan, Inc.	\$500.00	
Title - Wire Transfer Fee to Nations Title Agency of Michigan, Inc.	\$90.00	
Commission		
Government Recording And Transfer Charges		
Estimated Recording Fees For Mortgages to County	\$180.00	
E-Recording Fee to CSC Recording	\$13.20	
Payoff(S)		
Payoff Loan#5701 to Lake Michigan Credit Union	\$362,398.75	
Pay Down To M&T Bank to M&T Bank	\$10,000,000.00	
Proceeds to Matthew Borisch	\$4,404,910.70	
Miscellaneous		
Lenders Title Premium For 4740 Gulf Shore Blvd N to Nations Title Agency of Florida	\$10,075.00	
Florida Form 9 Endorsement: to Nations Title Agency of Florida	\$100.75	
Florida Form 8.1 Endorsement: to Nations Title Agency of Florida	\$25.00	
Florida E-Recording Fees to Nations Title Agency of Florida	\$17.60	
Florida Recording Fees to Nations Title Agency of Florida	\$530.00	
4740 Gulf Shore Blvd N Mortgage Stamp Fees to Nations Title Agency of Florida	\$10,500.00	
4740 Gulf Shore Blvd N Intangible Tax to Nations Title Agency of Florida	\$6,000.00	
4740 Gulf Shore Blvd N Recording Of Trust Affidavit to Nations Title Agency of Florida	\$18.50	
Lenders Title Premium For 1680 Dolphin Ct to Nations Title Agency of Florida	\$7,575.00	
Florida Form 9 Endorsement: to Nations Title Agency of Florida	\$757.50	
Florida Form 8.1 Endorsement: to Nations Title Agency of Florida	\$25.00	
1680 Dolphin Ct Mortgage Doc Stamps to Nations Title Agency of Florida	\$7,000.00	
1680 Dolphin Ct Intangible Tax to Nations Title Agency of Florida	\$4,000.00	
Credit (Deposit For Loan Commitment) to Private Financing Alternatives, LLC		\$150,000.00
Credit (Due Diligence Deposit) to Private Financing Alternatives, LLC		\$15,000.00

	Debit	Credit
Subtotals	\$15,165,000.00	\$15,165,000.00
Totals		

Acknowledgement

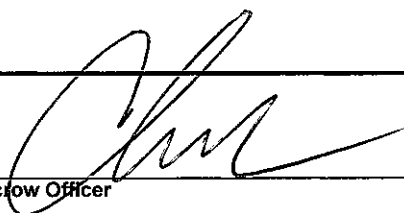
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Nations Title Agency of Michigan, Inc. to cause the funds to be disbursed in accordance with this statement.


 Jonathan L. Borisch


 Mary K. Borisch


 Matthew Allen Borisch, Trustee


 Walloon Lake Holdings LLC


 Escrow Officer

Sent By Email
 Walloon Lake Holdings, LLC; Borisch Family
 40 Pearl Street NW, Suite 336
 Grand Rapids, MI 49503
mark@simplifiedinvestments.com
matt@simplifiedinvestments.com

Account Information	
Account Name:	Walloon Lake Holdings, LLC; Borisch Family
Next Payment Due:	11/29/2024
Statement Period:	10/29/2024 - 11/28/2024
Current Principal Balance:	\$10,124,655.39
Interest Rate:	32.00%
Amount Due:	\$10,403,645.89

Explanation of Amount Due	
Principal:	\$10,124,655.39
Interest:	\$278,990.50
TOTAL AMOUNT DUE:	\$10,403,645.89

Recent Activity			
DATE:	DESCRIPTION:	CHARGES	PAYMENTS
11/13/2024	Interest Payment		\$269,990.81